REMARKS

Claims 1, 3-11, 14, 16-19, 21-27, 29-37, 40, 42-45, 47-53, 55-63, 66, 68-71, 73-78, and 101-104 are pending in this application. Claims 1, 3-11, 14, 16-19, 21, 22, 27, 29-37, 40, 42-45, 47, 48, 53, 55-63, 66, and 68-71, 73, 74 are under consideration. Claims 23-26, 49-52, 75-78, and 101-104 are withdrawn. Claims 1, 14, 27, 40, 53, and 66 are amended herein. Claims 12, 20, 38, 46, 64, and 72 are cancelled herein without prejudice or disclaimer. Support for the amendments to the claims may be found in the claims as originally filed and, in particular, in claim 12.

Response to Arguments:

The Applicants appreciate the consideration given to their arguments, and the new grounds of rejection. Further favorable consideration is requested.

Claim Rejections - 35 U.S.C. § 102:

Claims 1, 3-11, 14, 16-19, 21, 22, 27, 29-37, 40, 42-45, 47, 48, 53, 55-63, 66, and 68-71, 73, 74 were rejected under 35 U.S.C. § 102(e) as anticipated by U.S. Patent No. 6,775,691 to Kubik et al. (hereinafter "Kubik"). The rejection is traversed to the extent it would apply to the claims as amended. Reconsideration is earnestly solicited.

The last two clauses of the of claim 1 recite:

Disclosing a response step to a test mail, to a user who is within a predetermined range; and
Wherein said confirmation includes confirming whether or not the response conforms with the response step.

Kubik neither teaches, discloses, nor suggests "disclosing a response step to a test mail, to a user who is within a predetermined range," "wherein said confirmation includes confirming whether or not the response conforms with the response step," as recited in claim 1. The Office Action asserts in section 3, in the second full paragraph at page 6, that Kubik describes disclosing a step of the response to a test mail, to a user who is within a predetermined range, wherein said confirming unit confirms whether or not the response conforms with the response step in the Abstract, and at column 7, lines 55-67, continuing at column 8, lines 1-30. This is submitted to be incorrect.

Kubik, rather, is discovering dead e-mail addresses *without* forwarding messages to valid recipients, rather than "disclosing a response step to a test mail, to a user who is within a predetermined range" as recited in claim 1. In particular, as described in the Abstract:

> A dead e-mail identification locator discovers dead e-mail addresses without forwarding messages to valid recipients. Existing headers in the mail protocol are extended to include a test header.

Since Kubik is discovering dead e-mail addresses without forwarding messages to valid recipients, Kubik is not "disclosing a response step to a test mail, to a user who is within a predetermined range," "wherein said confirmation includes confirming whether or not the response conforms with the response step," as recited in claim 1.

The mail server in Kubik, moreover, sends a reply if the address does *not* exist and may discard the message if the address does exist. In particular, as described further in the Abstract:

> A mail server that supports the protocol extension of the present invention may send a reply if the address does not exist and may discard the message if the address does exist.

Since the mail server in Kubik sends a reply if the address does not exist and may discard the message if the address does exist, Kubik is not "disclosing a response step to a test mail, to a user who is within a predetermined range," "wherein said confirmation includes confirming whether or not the response conforms with the response step," as recited in claim 1.

The sender in Kubik, moreover, tests an e-mail address for validity without the message being forwarded to the user, rather "disclosing a response step to a test mail, to a user who is within a predetermined range" as recited in claim 1. In particular, as described further in the Abstract:

> The test header allows a sender to test an e-mail address for validity without the message being forwarded to the user, as will be described below. The sender may be a dead e-mail locator program, which tests a plurality of e-mail addresses, such as an e-mail address list or white pages of e-mail addresses.

Since the sender in Kubik tests an e-mail address for validity without the message being forwarded to the user, Kubik is not "disclosing a response step to a test mail, to a user who is within a predetermined range," "wherein said confirmation includes confirming whether or not the response conforms with the response step," as recited in claim 1.

The dead e-mail address locator of Kubik, moreover, resides in a client. In particular, as described at column 7, lines 66 and 67, continuing at column 8, lines 1-6:

> In the depicted example, the dead e-mail address locator resides in a client, such as client 510 in FIG. 5. However, a person of ordinary skill in the art will recognize that the dead e-mail address locator may have other configurations. For example, the dead e-mail address locator may be embodied in a server, such as server 530 in FIG. 5. The dead e-mail address locator may also be embodied in a stand-alone system for off-line processing.

Since the dead e-mail address locator of Kubik resides in a client, Kubik is not "disclosing a response step to a test mail, to a user who is within a predetermined range," "wherein said confirmation includes confirming whether or not the response conforms with the response step," as recited in claim 1.

The dead e-mail address locator of Kubik, finally, uses the results to update databases. In particular, as described at column 8, lines 25-29:

> The dead e-mail address locator program may use the results to update the databases. In these examples, the dead e-mail address locator may not include a database of e-mail addresses to be tested.

Since the dead e-mail address locator of Kubik uses the results to update databases, Kubik is not "disclosing a response step to a test mail, to a user who is within a predetermined range," "wherein said confirmation includes confirming whether or not the response conforms with the response step," as recited in claim 1.

The second clause of claim 1 recites:

> Accepting a setting request of a forward destination address corresponding to a receipt address of an E-mail addressed to the receipt address and the E-mail being to be forwarded to the forward destination address.

Kubik neither teaches, discloses, nor suggests "accepting a setting request of a forward destination address corresponding to a receipt address of an E-mail addressed to the receipt address and the E-mail being to be forwarded to the forward destination address," as recited in claim 1. The message in Kubik, rather, is *not* to be forwarded to the owner of the e-mail identification. In particular, as described at column 1, lines 55-59:

> The present invention enables servers to send dummy e-mail messages to one another in order to receive status of e-mail identifications. The protocol layer is extended to include a user field to indicate that the message is not to be forwarded to the owner of the e-mail identification.

Since, in Kubik, the message is not to be forwarded to the owner of the e-mail identification, Kubik is not "accepting a setting request of a forward destination address corresponding to a receipt address of an E-mail addressed to the receipt address and the E-mail being to be forwarded to the forward destination address," as recited in claim 1.

The test header of Kubik, moreover, allows a sender to test an e-mail address for validity *without* the message being forwarded to the user. In particular, as described at column 5, lines 33, 34, and 35:

> The test header allows a sender to test an e-mail address for validity without the message being forwarded to the user, as will be described below.

Since the test header of Kubik allows a sender to test an e-mail address for validity without the message being forwarded to the user, Kubik is not "accepting a setting request of a forward destination address corresponding to a receipt address of an E-mail addressed to the receipt address and the E-mail being to be forwarded to the forward destination address," as recited in claim 1.

The third clause of claim 1 recites:

> Executing a confirmation of a validity of the forward destination address to which the E-mail addressed to the receipt address is forwarded, by sending a test mail to the forward destination address and receiving a response to the test mail.

Kubik neither teaches, discloses, nor suggests "executing a confirmation of a validity of the forward destination address to which the E-mail addressed to the receipt address is forwarded, by sending a test mail to the forward destination address and receiving a response to the test mail," as recited in claim 1. The message in Kubik, rather, is *not* to be forwarded to the owner of the e-mail identification, as discussed above. Claim 1 is submitted to be allowable. Withdrawal of the rejection of claim 1 is earnestly solicited.

Claims 3-11 and 21 depend from claim 1 and add further distinguishing elements. Claims 3-11 and 21 are thus also submitted to be allowable. Withdrawal of the rejection of claims 3-11 and 21 is also earnestly solicited.

Claims 14, 16-19, and 22:

The second clause of claim 14 recites:

> Accepting a setting request of a forward destination address corresponding to a receipt address of an E-mail addressed to the receipt address and the E-mail

being to be forwarded to the forward destination address.

Kubik neither teaches, discloses, nor suggests "accepting a setting request of a forward destination address corresponding to a receipt address of an E-mail addressed to the receipt address and the E-mail being to be forwarded to the forward destination address," as discussed above with respect to the rejection of claim 1.

The third clause of claim 14 recites:

Issuing to a mail server, a command of confirming a validity of the forward destination address to which the E-mail addressed to the receipt address is forwarded.

Kubik neither teaches, discloses, nor suggests "issuing to a mail server, a command of confirming a validity of the forward destination address to which the E-mail addressed to the receipt address is forwarded," as discussed above with respect to the rejection of claim 1.

The last two clauses of claim 14 recite:

Disclosing a step of a response to a test mail, to a user who is within a predetermined range.
Wherein the confirming includes sending a test mail and making a validity of the forward destination address confirmed by the response to the test mail, to said mail server from the receipt address, by checking whether the response contains a predetermined data string or not.

Kubik neither teaches, discloses, nor suggests "disclosing a step of a response to a test mail, to a user who is within a predetermined range," "wherein the confirming includes sending a test mail and making a validity of the forward destination address confirmed by the response to the test mail, to said mail server from the receipt address, by checking whether the response contains a predetermined data string or not," as discussed above with respect to the rejection of claim 1. Claim 14 is thus submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 14 is earnestly solicited.

Claims 16-19 and 22 depend from claim 14 and add further distinguishing elements. Claims 16-19 and 22 are thus also submitted to be allowable. Withdrawal of the rejection of claims 16-19 and 22 is earnestly solicited.

Claims 27, 29-37, and 47:
The second clause of claim 27 recites:

Accepting a setting request of a forward destination address corresponding to a receipt address of an E-mail addressed to the receipt address and the E-mail being to be forwarded to the forward destination address.

Kubik neither teaches, discloses, nor suggests "accepting a setting request of a forward destination address corresponding to a receipt address of an E-mail addressed to the receipt address and the E-mail being to be forwarded to the forward destination address," as discussed above with respect to the rejection of claim 1.

The third clause of claim 27 recites:

Executing a confirmation of a validity of the forward destination address to which the E-mail addressed to the receipt address is forwarded, by sending a test mail to the forward destination address and receiving a response to the test mail.

Kubik neither teaches, discloses, nor suggests "executing a confirmation of a validity of the forward destination address to which the E-mail addressed to the receipt address is forwarded, by sending a test mail to the forward destination address and receiving a response to the test mail," as discussed above with respect to the rejection of claim 1.

The last two clauses of claim 27 recite:

Disclosing a step of the response to a test mail, to a user who is within a predetermined range.
Wherein said confirmation includes confirming whether or not the response conforms with the response step.

Kubik neither teaches, discloses, nor suggests "disclosing a step of the response to a test mail, to a user who is within a predetermined range," "wherein said confirmation includes confirming whether or not the response conforms with the response step," as discussed above with respect to the rejection of claim 1. Claim 27 is thus submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 27 is earnestly solicited.

Claims 29-37 and 47 depend from claim 27 and add further distinguishing elements. Claims 29-37 and 47 are thus also submitted to be allowable. Withdrawal of the rejection of claims 29-37 and 47 is earnestly solicited.

Claims 40, 42-45 and 48:
The second clause of claim 40 recites:

Accepting a setting request of a forward destination address corresponding to a

receipt address of an E-mail addressed to the receipt address and the E-mail
being to be forwarded to the forward destination address.

Kubik neither teaches, discloses, nor suggests "accepting a setting request of a forward
destination address corresponding to a receipt address of an E-mail addressed to the receipt
address and the E-mail being to be forwarded to the forward destination address," as discussed
above with respect to the rejection of claim 1.

The third clause of claim 40 recites:

Issuing to a mail server, a command of confirming a validity of the forward
destination address to which the E-mail addressed to the receipt address is
forwarded.

Kubik neither teaches, discloses, nor suggests "issuing to a mail server, a command of
confirming a validity of the forward destination address to which the E-mail addressed to the
receipt address is forwarded," as discussed above with respect to the rejection of claim 1.

The last two clauses of claim 40 recite:

Disclosing a step of a response to a test mail, to a user who is within a
predetermined range.
Wherein a validity of the forward destination address is confirmed by the
response to the test mail, to said mail server from the receipt address, by
checking whether the response contains a predetermined data string or not.

Kubik neither teaches, discloses, nor suggests "disclosing a step of a response to a test
mail, to a user who is within a predetermined range," "wherein a validity of the forward
destination address is confirmed by the response to the test mail, to said mail server from the
receipt address, by checking whether the response contains a predetermined data string or not,"
as discussed above with respect to the rejection of claim 1. Claim 40 is thus submitted to be
allowable, for at least those reasons discussed above with respect to the rejection of claim 1.
Withdrawal of the rejection of claim 40 is earnestly solicited.

Claims 42-45 and 48 depend from claim 40 and add further distinguishing elements.
Claims 42-45 and 48 are thus also submitted to be allowable. Withdrawal of the rejection of
claims 42-45 and 48 is earnestly solicited.

Claims 53, 55-63, and 73:
The second clause of claim 53 recites:

Accepting a setting request of a forward destination address corresponding to a

receipt address of an E-mail.

Kubik neither teaches, discloses, nor suggests "accepting a setting request of a forward destination address corresponding to a receipt address of an E-mail," as discussed above with respect to the rejection of claim 1.

The third clause of claim 53 recites:

Executing a confirmation of a validity of the forward destination address to which the E-mail addressed to the receipt address is forwarded, by sending a test mail to the forward destination address.

Kubik neither teaches, discloses, nor suggests "executing a confirmation of a validity of the forward destination address to which the E-mail addressed to the receipt address is forwarded, by sending a test mail to the forward destination address," as discussed above with respect to the rejection of claim 1.

The last two clauses of claim 53 recite:

Wherein the operations further include disclosing a step of the response to a test mail, to a user who is within a predetermined range.
Wherein said confirmation includes confirming whether or not the response conforms with the response step.

Kubik neither teaches, discloses, nor suggests "wherein the operations further include disclosing a step of the response to a test mail, to a user who is within a predetermined range," "wherein said confirmation includes confirming whether or not the response conforms with the response step," as discussed above with respect to the rejection of claim 1. Claim 53 is thus submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 53 is earnestly solicited.

Claims 55-63 and 73 depend from claim 53 and add further distinguishing elements. Claims 55-63 and 73 are thus also submitted to be allowable. Withdrawal of the rejection of claims 55-63 and 73 is earnestly solicited.

Claims 66, 68-71, and 74:
The second clause of claim 66 recites:

Accepting a setting request of a forward destination address corresponding to a receipt address of an E-mail addressed to the receipt address and the E-mail being to be forwarded to the forward destination address.

Kubik neither teaches, discloses, nor suggests "accepting a setting request of a forward destination address corresponding to a receipt address of an E-mail addressed to the receipt address and the E-mail being to be forwarded to the forward destination address," as discussed above with respect to the rejection of claim 1.

The third clause of claim 66 recites:

Issuing to a mail server, a command of confirming a validity of the forward destination address to which the E-mail addressed to the receipt address is forwarded.

Kubik neither teaches, discloses, nor suggests "issuing to a mail server, a command of confirming a validity of the forward destination address to which the E-mail addressed to the receipt address is forwarded," as discussed above with respect to the rejection of claim 1.

The last two clauses of claim 66 recites:

Disclosing a step of a response to a test mail, to a user who is within a predetermined range;
Wherein a validity of the forward destination address is confirmed by the response to the test mail, to said mail server from the receipt address, by checking whether the response contains a predetermined data string or not.

Kubik neither teaches, discloses, nor suggests "disclosing a step of a response to a test mail, to a user who is within a predetermined range," "wherein a validity of the forward destination address is confirmed by the response to the test mail, to said mail server from the receipt address, by checking whether the response contains a predetermined data string or not," as discussed above with respect to the rejection of claim 1. Claim 66 is thus submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 66 is earnestly solicited.

Claims 68-71 and 74 depend from claim 66 and add further distinguishing elements. Claims 68-71 and 74 are thus also submitted to be allowable. Withdrawal of the rejection of claims 68-71 and 74 is earnestly solicited.

Conclusion:

Accordingly, in view of the reasons given above, it is submitted that all of claims 1, 3-11, 14, 16-19, 21, 22, 27, 29-37, 40, 42-45, 47, 48, 53, 55-63, 66, and 68-71, 73, 74 are allowable over the cited references. Allowance of all claims 1, 3-11, 14, 16-19, 21, 22, 27, 29-37, 40, 42-

45, 47, 48, 53, 55-63, 66, and 68-71, 73, 74 and of this entire application is therefore respectfully requested.

If there are any formal matters remaining after this response, the Examiner is invited to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing this Amendment, please charge them to our Deposit Account No. 19-3935.

Respectfully submitted,

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